

CITY CLERK
GLOUCESTER, MA
16 JAN 16 AM 8:37

This meeting is recorded



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, January 21, 2016 – **5:30 p.m.***
1st Fl. Council Committee Room – City Hall

AGENDA

Individual items from committee reports may be consolidated into a consent agenda.

1. *Supplemental Appropriation-Budgetary Request (2016-SA-21) from DPW Water Department*
2. *Special Budgetary Transfer Request (2016-SBT-5) from Fire Department*
3. *Memorandum from CFO & Director of Information Services & Special Budgetary Transfer request (2016-SBT-6) from Treasurer/Collector's Office*
4. *Request from Police Chief for acceptance of \$42,700.60 from MILA for the replacement cost of cruiser 1692*
5. *Memorandum from Affordable Housing Trust for approval of Affordable Housing Trust funding in the amount of \$10,000 for 206 Main Street*
6. *Memorandum from Community Development Director for approval of a Community Preservation off-cycle recommendation for Stage Fort Park restroom renovations in the amount of \$50,000*
7. *Memorandum from Community Development Director for approval of two grants from Mass. Cultural Council in the amount of \$4,000 for support of Gloucester Harbortown Cultural District and \$5,000 for support of the Rocky Neck Cultural District*
8. *Memorandum from Health Department for acceptance of a Nicotine Delivery Device Mini-Grant in the amount of \$1,000 from Health Resources*
9. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Chair, Councilor Scott Memhard
Vice Chair, Councilor Joseph Orlando, Jr.
Councilor Joseph Ciolino

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Police Chief Leonard Campanello
Fire Chief Eric Smith
James Pope
Max Schenk
Tom Daniel
Debbie Laurie

* All Budget & Finance Committee regularly scheduled meetings now start at 5:30 p.m. unless otherwise noted.

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed & other items not listed may also be brought up for discussion to the extent permitted by law. Items may be taken out of order.

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2016**

****CITY COUNCIL APPROVAL- 6 VOTES NEEDED****

APPROPRIATION # 2016-SA- 21 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: DPW Water Dept.

APPROPRIATION AMOUNT: \$ 78,000.00

Account to appropriate from: *Unifund Account #* 610000.10.480.32620
Account Description R/E - Water Construction Renewal

Balance Before Appropriation	\$	<u>387,000.00</u>
Balance After Appropriation	\$	<u>309,000.00</u>

Account Receiving Appropriation: *Unifund Account #* 610000.10.450.52000.0000.00.000.00.052
Account Description Water Contract Services

Balance Before Appropriation	\$	<u>76,500.00</u>
Balance After Appropriation	\$	<u>154,500.00</u>

DETAILED ANALYSIS OF NEED(S): Funds needed for amendment to Pare Corp.'s contract, which is being done to comply with current MA DCR Office of Dam Safety orders and requirements.

APPROVALS:

DEPT. HEAD:  DATE: 16 DEC. 2015

ADMINISTRATION:  DATE: 1-5-2016

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2016**

INTER-departmental requiring City Council approval - 6 Votes Required
 X INTRA-departmental requiring City Council approval - ~~6~~ 4 Votes Required
 Majority vote

TRANSFER # 2016-SBT- 5 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: FIRE DEPARTMENT

DATE: 1/4/2016 BALANCE IN ACCOUNT: \$ 41,020.00

(FROM) PERSONAL SERVICES ACCOUNT # _____
 (FROM) ORDINARY EXPENSE ACCOUNT # _____

Unfund Account #

Unfund Account #
101000.10.220.55810.0000.00.000.00.054
FIRE DEPARTMENT, Work/Safety Clothes
Account Description

DETAILED EXPLANATION OF SURPLUS: _____

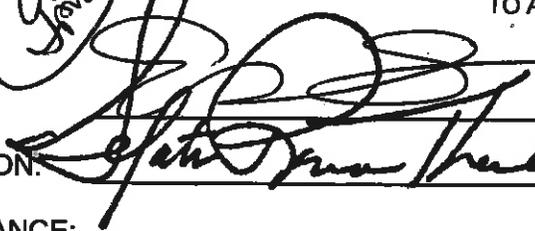
(TO) PERSONAL SERVICES ACCOUNT # _____
 (TO) ORDINARY EXPENSE ACCOUNT # _____

Unfund Account #
101000.10.220.51300.0000.00.000.00.051
Unfund Account #

FIRE DEPARTMENT, Sal/Wage-Overtime
Account Description

DETAILED ANALYSIS OF NEED(S): To ensure all stations remain open.

TOTAL TRANSFER AMOUNT: \$ 20,000.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER
 FROM ACCOUNT: \$ 21,020.00
 TO ACCOUNT: \$ 61,952.30

APPROVALS:  _____
 DEPT. HEAD:  _____ DATE: 1/4/2016
 ADMINISTRATION: _____ DATE: 1-5-2016
 BUDGET & FINANCE: _____ DATE: _____
 CITY COUNCIL: _____ DATE: 1-5-2016

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jdunn@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Sefatia Romeo Theken, Mayor
James Destine, CAO

From: John P. Dunn, CFO 
James Pope, Director Information Services 

Date: January 6, 2016

Re: Transition to Google Apps

As a result of a number of deficiencies/failures in our email platform over the past couple of months and the need to bring our licensing up to date we have been meeting to consider our alternatives. After comparing the costs and advantages of our three options (Hosted Office365, Hosted Google Apps or On-Site Exchange 2016) we have decided to transition to the Google Apps platform for most email and office suite applications.

There will be a first year cost increase of \$42,750 to make this transition. Attached is a Special Budgetary Transfer Request to move such required funding from available funds in the Treasure/Collector General Liability Insurance line to the IT – Contractual Services line in this year's budget.

If you are in agreement with this transfer request, please forward it to the City Council in the next Mayor's Report. Thank you.

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2016**

____ INTER-departmental requiring City Council approval - 6 Votes Required
 ____ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2016-SBT- 6 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ Treasurer/Collector

DATE: 1/6/2016 BALANCE IN ACCOUNT: \$ _____ 80,269.00

(FROM) PERSONAL SERVICES ACCOUNT # _____

Unfund Account #

(FROM) ORDINARY EXPENSE ACCOUNT # _____

Unfund Account #

101000.10.145.57420.0000.00.000.00.057

T/C - Property Insurance - General Liability

Account Description

DETAILED EXPLANATION OF SURPLUS: _____

Available Funds

(TO) PERSONAL SERVICES ACCOUNT # _____

Unfund Account #

(TO) ORDINARY EXPENSE ACCOUNT # _____

Unfund Account #

101000.10.155.52000.0000.00.000.00.052

IT - Contractual Services

Account Description

DETAILED ANALYSIS OF NEED(S): _____

To fund the first year of the transition to Google Apps

TOTAL TRANSFER AMOUNT: _____

\$ 42,750.00

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 37,519.00

TO ACCOUNT: \$ 138,406.00

APPROVALS:

DEPT. HEAD: _____

DATE: 1/6/2016

ADMINISTRATION: _____

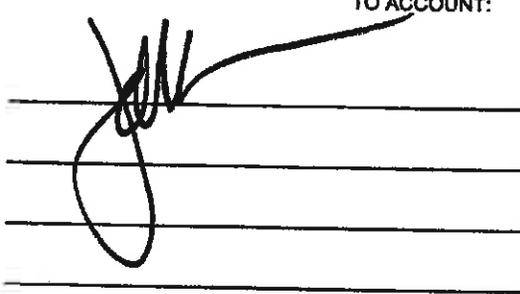
DATE: _____

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____





GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

December 21, 2015

To: Mayor Sefatia RomeoTheken

From: Chief Leonard Campanello

RE: Total Loss Reimbursement Check

Mayor Romeo Theken,

I'd like to ask that city council approve to accept a check in the amount of \$42,700.60 for the replacement cost of cruiser 1692 a 2013 Ford Interceptor. This vehicle was totaled on 10/3/2015 and we will need to replace the cruiser. The check is being submitted to the Treasurer's office for deposit today December 21, 2015.

Respectfully,

Leonard Campanello
Chief of Police

MIA Values Your Input!
Please go to <http://www.surveymonkey.com/s/miasurvey>
Enter your Claim Number and complete a 2 minute survey
on your claims experience.

CHECK # 141349

INSURED:	0579
POLICY #:	AP15-0579
CLAIM #:	M15AP91361
CLAIMANT NAME:	City Of Gloucester
DATE OF ACCIDENT:	10/3/2015
LOCATION:	010
IN PAYMENT OF:	Total loss payment, DOL 10/3/15
PAYMENT TYPE:	COLLISION
CHECK DATE:	12/15/2015
CHECK AMOUNT:	\$ 42,700.60
TAX I.D. #:	CORKFLBM
VENDOR CODE:	City Of Gloucester

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

MIA MASSACHUSETTS
BASIC
INSURANCE
DIVISION
PROPERTY / LIABILITY CLAIM

Boston Private Bank and Trust Company
Ten Post Office Square
Boston, Massachusetts 02109-4669

CHECK NO
141349

PAY EXACTLY *Forty-two thousand seven hundred and 60 / 100 Dollars*

DATE	AMOUNT
12/15/2015	*****42,700.60

City Of Gloucester
City Of Gloucester
Att: Stacie Nicastro
197 Main Street
Gloucester, MA 01930

Stephen Y. Bates

VOID IF NOT CASHED WITHIN 90 DAYS

⑈ 141349 ⑈

3 Pond Road
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

To: Mayor Sefatia Romeo Theken
From: Affordable Housing Trust, George Sibley, Chair
Tom Daniel, Community Development Director
Deb Laurie, Project Manager
Date: 12/10/15

Re: Affordable Housing Trust Funding Approval

On December 3, 2015, the Affordable Housing Trust Committee unanimously voted to recommend approval of Affordable Housing Trust funding for the following project:

206 MAIN STREET LP, HARBOR VILLAGE, 206 Main Street
\$10,000 for the affordable housing project.

Please forward the attached memo to the City Council for review and appropriation.

Thank you.





CITY OF GLOUCESTER

Community Development Department

3 Pond Road, Gloucester, MA 01930

Tel. 978-281-9781

Fax 978-281-9779

AFFORDABLE HOUSING TRUST COMMITTEE

The Affordable Housing Trust fund available balance as of October 31, 2015 is \$254,574.97. The Affordable Housing Trust Committee recommends the City Council appropriate \$10,000 from the Affordable Housing Trust fund for the project hereinafter described.

206 Main Street, Harbor Village, 206 Main Street

\$10,000 for the affordable housing project. The development will include 30 (thirty) units of new affordable rental housing. These units will be available to households earning no more than 60% of Area Median Income (AMI), adjusted for household size. All units shall carry a State Affordable Housing Restriction in perpetuity. The 30 units will consist of: (a) ten (10) 1-BR units; (b) seventeen (17) 2-BR units; and (c) three (3) 3-BR units. The building will include a ground floor retail/commercial use totaling approximately 2,500 SF, which will be a use incidental to the residential project. The project will also include a 30-space open air parking lot to be located to the rear of the site. These units will count toward the City's Subsidized Housing Inventory.

All recommended projects are subject to the terms and conditions imposed by the Affordable Housing Trust.

Applications for projects are available for review in the Community Development Department Grants Division.

Submitted by: Affordable Housing Trust Committee



3 Pond Road
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Sefatia Romeo Theken
FROM: Tom Daniel, Community Development Director
CC: Deborah Laurie, CPC Senior Project Manager
RE: Off cycle recommendation for Stage Fort Park Restroom renovations
DATE: December 17, 2015

The Community Preservation Committee (CPC) has received an off cycle application for funding to support the Stage Fort Park Restroom Renovations Project from the DPW Department. This application was agreed to be reviewed as an off-cycle application, due to the timing of the project's 2016 spring completion deadline. The CPC also recognizes the in kind support from the DPW Department and the importance of this project to the community. The Committee held a meeting on December 15, 2015, to hear the project presentation and review the application.

Please find attached a positive recommendation of the CPC on the above named project for your review. The CPC requests that you forward this recommendation to the City Council for its review and appropriation. CPC members and Deborah Laurie will be available to answer any questions.

All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state *"This project received funding assistance from the citizens of Gloucester through the Community Preservation Act"* in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendation
2. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

The Application for this project is available for review in the Community Development Office, Grants Division and on the City website.

Submitted by: Community Preservation Committee

Stacy Randell, Co-Chair and At-Large
Bill Dugan, Co-Chair, Housing Authority
Henry McCarl, Planning Board
Charlie Crowley, Open Space and Recreation
Scott Smith, At-large

Catherine Schlichte, At-Large
John Feener, Conservation Commission
David Rhinelander, Historic Commission
Barbara Silberman, At-large

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATION FOR OFF CYCLE, FY2016**

**STAGE FORT PARK RESTROOM RENOVATIONS PROJECT
Project Sponsor: City of Gloucester, Department of Public Works**

The Community Preservation Committee makes the following recommendation:

The Community Preservation Committee, having agreed to review the off-cycle application of the Community Development Department on behalf of the Department of Public Works recommends that the City Council appropriate \$50,000 (fifty thousand dollars) to the City of Gloucester for the purpose of renovations at Stage Fort Park Visitor's Center which will include extensive reconstruction and renovations of the public restroom facilities to meet ADA requirements. The renovations will consist of the following work:

1. Install new plumbing fixtures;
2. Install new stall partitions;
3. Install new lighting and ceiling tiles;
4. Remove the old shower stalls and turn them into baby changing stations;
5. Install a new rooftop exhaust unit;
6. Install new windows in each room that have been boarded up for years.

DPW also agrees to be responsible for the future cleaning and maintenance of the rooms.

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester, in a form acceptable to the Community Preservation Committee, and the City of Gloucester, DPW Department and will include, among other provisions, that the expiration of the award shall be December 31, 2016.

The Community Preservation Act spending purpose is for open space, recreational purpose.

Community Preservation Criteria

General Evaluation Criteria

1	Eligible for Community Preservation Act Funding	√
2	Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing	
3	Preserve and enhance the essential character of Gloucester	
4	Protect resources that would otherwise be threatened	
5	Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible	
6	Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule	
7	Produce an advantageous cost/benefit value	
8	Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services	
9	Preserve or improve city owned assets	
10	Receive endorsement from other municipal boards or departments and broad-based support from community members	

Open Space Criteria

1	Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal	
2	Preserve active agricultural use	
3	Provide opportunities for passive recreation and environmental education	
4	Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats	
5	Provide connections with existing trails or protected open space	
6	Acquire land or easements for potential trail linkages	
7	Preserve scenic and historic views	
8	Border a scenic road	
9	Protect drinking water quantity and quality	
10	Provide flood control/storage	
11	Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)	
12	Buffer protected open space, or historic resources	

Historic Preservation Evaluation Criteria

1	Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened	
2	Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance	
3	Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site	
4	Demonstrate a public benefit	
5	Ability to provide permanent protection for the historic resource	

Community Housing Evaluation Criteria

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

Public Recreation Evaluation Criteria

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	
4	Promotes recreational activities	
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	

City Hall Annex
Three Pond Road
Gloucester, MA 01930



TEL 978-281-9781
FAX 978-281-9779
tdaniel@gloucester-ma.gov

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

To: Mayor Sefatia Romeo Theken
From: Tom Daniel *TMD*
Date: January 5, 2016

**RE: Massachusetts Cultural Council Grant Awards:
\$5,000 for Rocky Neck Cultural District
\$4,000 for Harbortown Cultural District**

In 2015, the Massachusetts Cultural Council (MCC) announced a new grant program—the Cultural District Initiative—to support the Commonwealth’s cultural districts. Gloucester’s two cultural districts each applied for a grant and were successful in receiving them. The grants have a one-to-one match requirement, and the MCC requires the funds be awarded to the districts through the municipality. The grant requires that the projects be completed by June 30, 2016.

Rocky Neck Cultural District intends to use the grant for marketing, signage, and administrative support. They will meet the match requirement by using the \$4,000 included in the City’s FY2016 budget for the district and raising \$1,000 privately.

Harbortown Cultural District intends to use the grant to fund non-permanent creative place making projects. They will meet the match requirement by using the \$4,000 included in the City’s FY2016 budget for the district

Please forward this memo and the accompanying documents to the City Council for grant acceptance. Staff and representatives from both cultural districts will attend the Budget and Finance Committee.



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal Other

Name of Grant: Cultural District Initiative

Department Applying for Grant: Community Development for HarborTown Cultural District

Agency-Federal or State application is requested from: Mass Cultural Council

Object of the application: support for cultural district

Any match requirements: Yes (1 to 1)

Mayor's approval to proceed: [Signature] 1-6-2016
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office

FORM: AUDIT GRANT CHECKLIST - V.1



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

- 1. Grant Application**
- 2. Grant Award Letter/Standard Contract Approval Form**
- 3. Council Order Approval**
- 4. Original Grant Account Budget as approved by Grantor**
- 5. Amended Grant Account Budget as approved by Grantor (if applicable)**
- 6. Any additional information as requested by the Auditing Department**

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development for Harbortown Cultural District

ACCOUNT NAME: _____

FUND NUMBER AND NAME: (N/A FOR NEW FUND) _____

CFDA # (Required for Federal Grants): _____

DATE PREPARED: _____

APPROVED
AMENDED BUDGET

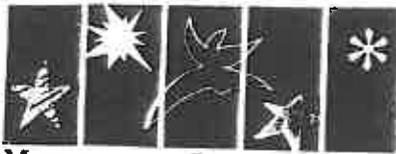
OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 _____)	\$4,000			
				\$0.00
				\$0.00
				\$0.00
Total:	\$4,000 \$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
support for Harbortown CD	\$4,000			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$4,000 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE

[Signature]

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue, 3rd floor
Boston, MA 02116-3803

617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

December 21, 2015

Sefatia Theken, Mayor
City of Gloucester
City Hall
9 Dale Avenue
Gloucester MA 01930-3000

Dear Mayor Theken:

We are pleased to inform you that you have been approved for an FY16 grant of \$4,000 - Grant #FY16-DI-CDI-2253 - from the Cultural District Initiative of the Massachusetts Cultural Council (MCC).

Enclosed is your contract package. Please review these materials, sign the contract and the last page of the Scope of Services and return all materials to the MCC's Contracts Department no later than Monday February 1, 2016. Let us know immediately if this deadline is problematic. The award and matching funds must be spent by June 30, 2016, the end of MCC's fiscal year.

For guidance about publicizing news of this grant award, please contact MCC's Communications Director, Greg Liakos: Greg.Liakos@art.state.ma.us.

We are delighted to be able to support your cultural district and look forward to working with you in the year ahead.

Sincerely yours,

Ira S. Lapidus
Chair

Anita Walker
Executive Director

Meri Jenkins
Program Manager

Enclosures

cc: Tom Daniel, Community Development Director



**CULTURAL DISTRICT INITIATIVE
FY16 CONTRACT INSTRUCTIONS**

- **Please ensure that the specifics of the contract are shared with the district partners. Note that the MCC must be notified of any changes to the scope, program/s or budget during the contract period.**
- **Please review the enclosed contract, sign and date at the lower left of page one and all three up-panels, and return to the MCC's Contracts Department by Monday, February 1, 2016. We will begin processing your payment as soon as we receive your signed contract. We therefore encourage you to submit your contract as soon as possible.**
- **Once your contract has been received by the MCC, it will be reviewed and signed. An authorized copy of the contract will be returned to you for your files.**
- **For FY16, all financial activity must occur prior to June 30, 2016.**
- **Matching funds must be raised by June 30, 2016. The grant match requirement for the Cultural District Initiative is a 1:1 cash match. That is, for every MCC grant dollar, \$1 must be raised.**
- **A financial and narrative report must be submitted, along with evidence of the source of match funding, by July 15, 2016. The final report will be available in early May, 2016. Inaccurate information, a significant deficit or surplus of funds, or not meeting the match requirement may impact future funding.**
- **If you have any questions about the contract or reporting requirements, please contact Cyndy Gaviglio, MCC's Contracts Officer at: cyndy.gaviglio@art.state.ma.us or (800) 232-0960 x2711. If you have any other questions, please contact Meri Jenkins, Program Manager at: meri.jenkins@art.state.ma.us or (800) 232-0960 x2716.**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): City Hall, 9 Dale Avenue, Gloucester MA 01930-3000		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council	
Legal Address: (W-9, W-4, T&C):		MMARS Department Code: ART	
Contract Manager: Sefatia Theken		Business Mailing Address: 10 St. James Ave 3rd Floor, Boston, MA 02116	
E-Mail:		Billing Address (if different):	
Phone: 978/281-9700		Contract Manager: Cynthia E. Gaviglio	
Fax: 978/281-9779		E-Mail: cindy.gaviglio@art.state.ma.us	
Contractor Vendor Code: VC6000192096		Phone: 617/858-2711	
Vendor Code Address ID (e.g. "AD001"): AD 01 (Note: The Address ID must be set up for EFT payments.)		Fax: 617/727-0044	
MMARS Doc ID(s):		FR/Procurement or Other ID Number: FY16-DI-CDI-2253	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended).
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), **\$4,000.**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
 This is a grant of financial assistance for support for Gloucester's Harbortown Cultural District.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 3. were incurred as of 07/01, 2016, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 06/30, 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: [Signature] Date: 1-5-2016
 Signature and Date Must Be Handwritten At Time of Signature
 Print Name: Sefatia Romeo Theken
 Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 Signature and Date Must Be Handwritten At Time of Signature
 Print Name: David T. Slatery
 Print Title: Deputy Director

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Gloucester
ADDRESS: City Hall
9 Dale Avenue
Gloucester, MA 01930-3000
978/281-9700

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

APPLICATION #: FY16-DI-CDI-2253

Harbortown Cultural District: for support for Gloucester's Harbortown Cultural District.

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$4,000

DATES OF PROJECT: July 1, 2015 - June 30, 2016

CONTRACT START DATE: July 1, 2015

CONTRACT TERMINATION DATE: June 30, 2016

DATE FINAL REPORT IS DUE: July 15, 2016

COLLABORATORS:

**Cultural Districts Initiative
Scope of Services and Terms & Conditions**

1. SCOPE OF AGREEMENT

The Contractor agrees to perform the services set forth in the original Application for funding and Narrative Report filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the Agreement (the "Agreement"). The Application and Narrative Report documents are incorporated into the Agreement by reference; the terms of the Application and Narrative Report are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform, and has obtained all necessary licenses and permits required to perform the services under this Agreement.

2. PAYMENT

(a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

(c) The Contractor shall raise money to match all expenses eligible for reimbursement by the Council under the Agreement. Reimbursement provided under the Agreement or other Council contracts may not be used towards this matching requirement.

3. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, PUBLICATION, REPRODUCTION, AND USE OF AGREEMENT MATERIALS

(a) The Council defines "deliverables" for this Agreement as being the Final Report. The Final Report will be owned by the Department at the termination of this Agreement.

4. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES

The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 4, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

5. CULTURAL DISTRICT PARTNERSHIP

At any point in the life of this grant, the partnership configuration must meet the eligibility requirements specified in the Cultural District Initiative guidelines.

Organizations that are official partners with the primary Contractor must comply with the terms of this Agreement, including the following credit and publicity requirements. The Contractor is responsible for informing said partners of this policy and seeing that they fulfill these obligations.

6. CREDIT

(a) **Life of Cultural District Requirement:** It is expected that the Contractor follow the below stated credit policy for the lifetime of the project.

(b) **MCC Credit Logo:** The Council must be credited for the support it provides by using the agency's current credit logo (downloadable on the MCC's web-site at: http://www.massculturalcouncil.org/contracts/logos_step1.asp). The logo must be reproduced as a unit without alteration. Various styles are supplied for different uses as indicated on the web-site.

(c) **Promotional Materials:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in: 1) printed materials, especially season and subscription brochures, newsletters, press releases, and announcements; 2) films/video tapes; and 3) electronic transmissions, including Internet sites.

(d) **Promotional Appearances and Newspaper Interviews:** On television and radio appearances by representatives of the Contractor, verbal credit must be given at least once during a broadcast to acknowledge the support the Contractor received from the Council toward its overall operation. Also, the Contractor must acknowledge the Council's support in any newspaper interviews about the Contractor's programs.

(e) **Programs/Playbills:** 1) Credit must be given on the title page of all programs printed by a Contractor in a type size not smaller than 7 point. The statement is as follows: *This project is funded in part by the Massachusetts Cultural Council, a state agency.* 2) The Council's logo credit must appear within the first 10 pages of the program booklet. 3) The Council must be listed in the donor category that is most appropriate to the level of financial support that the organization is receiving from the Council.

(f) **Exhibition Signage:** For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution. If there is no sponsor list in the wall text, a placard must be placed at the entrance to the exhibit crediting the Council. Non-written announcements apply to such situations as radio broadcasts and audio descriptions for people who are hearing impaired.

(g) **Online Materials:** Use the credit line and credit logo prominently in online materials (including web sites, listservs, electronically distributed releases, intranets, etc.) regarding all activities to which your grant contributes. The electronic logo should also link to the MCC web site, www.massculturalcouncil.org.

(h) **Educational Materials:** Credit must be given to the Council in all educational materials distributed in association with any Council-funded program/exhibition, such as brochures, pamphlets, flyers, etc.

(i) **Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to each performance. If an announcement is not feasible, a sign must be placed in the lobby crediting the Council.

(j) **Advertising:** Credit must be given to the Council in all print advertising by a grantee that is 10 column inches or larger. Billboard advertising must also include a Council credit. Any advertising (regardless of size or length) placed by a grantee that credits an annual funding source must also credit the Council.

(k) **Donor Recognition:** Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

(l) **Co-sponsorship:** Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored", "co-sponsored", or "presented" by the Council without expressed, written consent from the Council.

7. ADDITIONAL REQUIREMENTS

The Council reserves the right to negotiate additional requirements regarding credit and publicity on a case by case basis.

8. EVALUATION AND ANALYSIS OF SERVICES

(a) The Contractor agrees to provide the Council with a written evaluation (in the form of a Financial and Narrative report provided by the Council) and analysis of the services provided under the Agreement by July 15, 2016. Failure to comply with the requirements of this Section 8 will result in the ineligibility of the Contractor to receive further funds from the Council.

(b) Reinstatement of the Contractor's eligibility is pending until submission of said reports are reviewed and approved by Council staff.

CITY OF GLOUCESTER / HABORTOWN CULTURAL DISTRICT

Print the Organization/Contractor's Name

Sefatia Romeo Theken, Mayor

Print the Executive Director's Name

Signature of Executive Director

1-5-2015
Date

Sefatia Romeo Theken, Mayor

Print the name of Person Responsible for Contractor's
Publicity and Publications

Date

Signature of Person Responsible for Contractor's
Publicity and Publications

1-5-2015
Date

David T. Slatery
Deputy Director, Massachusetts Cultural Council

Date

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

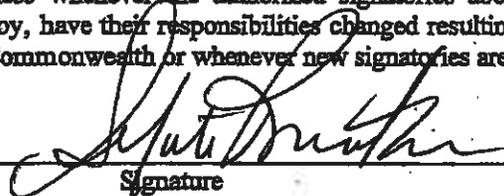
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 1-5-2016

Title: **MAJOR**

Telephone: **978-281-9700**

Fax: **978-281-9738**

Email: **sromeo@theken@gloucester-ma.gov**

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

NAME & ADDRESS VERIFICATION FORM

"I've never received a grant from the MCC before": If you have never received a grant from the MCC you need to fill out the attached Commonwealth Terms & Conditions Form, the Request for Verification of Taxation Reporting Information (W-9) Form, the Electronic Funds Transfer (Direct Deposit) form and submit them, with your contract, to the MCC's Contracts Department.

"I have previously received a grant from the MCC": If you have received a grant from the MCC within the past two years and your legal address, and remittance address have not changed, you *do not need to submit* the attached forms when you return your contract.

"I received a grant from the MCC in a previous year but my information has changed": If there was a change to your legal address or remittance address, please submit one or both of the attached forms based on the following guide:

If Your...	Complete the Terms & Conditions	Complete the W-9 *
• Legal address (including your name) is incorrect or not listed	Yes	Yes
• Remittance address (including your name) is incorrect or not listed	No	Yes
• Legal and remittance address are incorrect or not listed	Yes	Yes
• Reporting your DUNS number for the first time	No	Yes

* Along with the form(s), please attach a statement on your letterhead (if available) which specifies the nature of the change.

Please note: The Office of the State Comptroller's will not accept a PO Box as a legal address. The PO Box can be used in the remittance section of the W-9 form only. Please refer to the attached instruction sheet.

DIRECT DEPOSIT -THIS IS NOW MANDATORY: Checks will no longer be generated for any payments. All grant payments will be electronically transferred into a bank account. Please fill out the ***Electronic Funds Payment Form***. Payment by "Electronic Funds Transfer" allows you to receive direct deposit of all payments from the Commonwealth to your bank account. EFT is Fast, Safe, and means that your money will be confirmed in your bank account quicker than if you have to wait for the mail, deposit your check, and wait for the funds to become available.

If you have completed an EFT Form in the past, you do not have to complete a new form unless the bank information (banking institution, routing or account number) has changed.



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal _____ Other _____

Name of Grant: Cultural District Initiative

Department Applying for Grant: Community Development for Ratz Neck Cultural District

Agency-Federal or State application is requested from: Mass Cultural Council

Object of the application: support for cultural district

Any match requirements: yes 1 to 1

Mayor's approval to proceed: [Signature] Date 1-6-2016

City Council's referral to Budget & Finance Standing Committee: _____
Vote _____ Date _____

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation _____ Date _____

City Council's Approval or Rejection: _____
Vote _____ Date _____

City Clerk's Certification of Vote to City Auditor: _____
Certification _____ Date _____

City Auditor:
Assignment of account title and value of grant: _____
Title _____ Amount _____

Auditor's distribution to managing department: _____
Department _____ Date sent _____

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office

FORM: AUDIT GRANT CHECKLIST - V.1



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To remove this notice, visit:
www.itext.com/faq/faq.htm



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

- 1. Grant Application**
- 2. Grant Award Letter/Standard Contract Approval Form**
- 3. Council Order Approval**
- 4. Original Grant Account Budget as approved by Grantor**
- 5. Amended Grant Account Budget as approved by Grantor (if applicable)**
- 6. Any additional information as requested by the Auditing Department**

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development for Rocky Neck Cultural District

ACCOUNT NAME: _____

FUND NUMBER AND NAME: (N/A FOR NEW FUND) _____

CFDA # (Required for Federal Grants): _____

DATE PREPARED: _____

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 _____)	\$5,000			
				\$0.00
				\$0.00
				\$0.00
Total:	\$5,000 \$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
Support for Rocky Neck CD	\$5,000			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$5,000 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE: 

DATE ENTERED (AUDIT): _____ AUDITING DEPARTMENT INITIALS: _____



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue, 3rd floor
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

December 21, 2015

Sefatia Theken, Mayor
City of Gloucester
City Hall
9 Dale Avenue
Gloucester MA 01930-3000

Dear Mayor Theken:

We are pleased to inform you that you have been approved for an FY16 grant of \$5,000 - Grant #FY16-DI-CDI-2202 - from the Cultural District Initiative of the Massachusetts Cultural Council (MCC).

Enclosed is your contract package. Please review these materials, sign the contract and the last page of the Scope of Services and return all materials to the MCC's Contracts Department no later than Monday February 1, 2016. Let us know immediately if this deadline is problematic. The award and matching funds must be spent by June 30, 2016, the end of MCC's fiscal year.

For guidance about publicizing news of this grant award, please contact MCC's Communications Director, Greg Liakos: Greg.Liakos@art.state.ma.us.

We are delighted to be able to support your cultural district and look forward to working with you in the year ahead.

Sincerely yours,

Ira S. Lapidus
Chair

Anita Walker
Executive Director

Meri Jenkins
Program Manager

Enclosures

cc: Tom Daniel, Community Development Director



**CULTURAL DISTRICT INITIATIVE
FY16 CONTRACT INSTRUCTIONS**

- Please ensure that the specifics of the contract are shared with the district partners. Note that the MCC must be notified of any changes to the scope, program/s or budget during the contract period.
- Please review the enclosed contract, sign and date across the top left of page one and all lines on page six, and return to the MCC's Contracts Department by Monday, February 1, 2016. We will begin processing your payment as soon as we receive your signed contract. We therefore encourage you to submit your contract as soon as possible.
- Once your contract has been received by the MCC, it will be reviewed and signed. An authorized copy of the contract will be returned to you for your files.
- For FY16, all financial activity must occur prior to June 30, 2016.
- Matching funds must be raised by June 30, 2016. The grant match requirement for the Cultural District Initiative is a 1:1 cash match. That is, for every MCC grant dollar, \$1 must be raised.
- A financial and narrative report must be submitted, along with evidence of the source of match funding, by July 15, 2016. The final report will be available in early May, 2016. Inaccurate information, a significant deficit or surplus of funds, or not meeting the match requirement may impact future funding.
- If you have any questions about the contract or reporting requirements, please contact Cyndy Gaviglio, MCC's Contracts Officer at: cyndy.gaviglio@art.state.ma.us or (800) 232-0960 x2711. If you have any other questions, please contact Meri Jenkins, Program Manager at: meri.jenkins@art.state.ma.us or (800) 232-0960 x2716.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): City Hall, 9 Dale Avenue, Gloucester MA 01930-3000 Legal Address: (W-9, W-4, T&C): Contract Manager: Sefatia Theken E-Mail: Phone: 978/281-9700 Fax: 978/281-9779 Contractor Vendor Code: VC6000192096 Vendor Code Address ID (e.g. "AD001"): AD 01 (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave 3rd Floor, Boston, MA 02116 Billing Address (if different): Contract Manager: Cynthia E. Gaviglio E-Mail: cindy.gaviglio@art.state.ma.us Phone: 617/858-2711 Fax: 617/727-0044 MMARS Doc ID(s): RFR/Procurement or Other ID Number: FY16-DI-CDI-2202
<input checked="" type="checkbox"/> NEW CONTRACT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$5,000	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance for support of the Rocky Neck Cultural District.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>07/01</u> , <u>2015</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , <u>2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>1-6-2016</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sefatia Romeo Theken</u> Print Title: <u>MAYOR</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Gloucester
ADDRESS: City Hall
9 Dale Avenue
Gloucester, MA 01930-3000
978/281-9700

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

APPLICATION #: FY16-DI-CDI-2202

Rocky Neck Cultural District: for support of the Rocky Neck Cultural District.

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$5,000

DATES OF PROJECT: July 1, 2015 - June 30, 2016

CONTRACT START DATE: July 1, 2015

CONTRACT TERMINATION DATE: June 30, 2016

DATE FINAL REPORT IS DUE: July 15, 2016

COLLABORATORS:

**Cultural Districts Initiative
Scope of Services and Terms & Conditions**

1. SCOPE OF AGREEMENT

The Contractor agrees to perform the services set forth in the original Application for funding and Narrative Report filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the Agreement (the "Agreement"). The Application and Narrative Report documents are incorporated into the Agreement by reference; the terms of the Application and Narrative Report are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform, and has obtained all necessary licenses and permits required to perform the services under this Agreement.

2. PAYMENT

(a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

(c) The Contractor shall raise money to match all expenses eligible for reimbursement by the Council under the Agreement. Reimbursement provided under the Agreement or other Council contracts may not be used towards this matching requirement.

3. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, PUBLICATION, REPRODUCTION, AND USE OF AGREEMENT MATERIALS

(a) The Council defines "deliverables" for this Agreement as being the Final Report. The Final Report will be owned by the Department at the termination of this Agreement.

4. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES

The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 4, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

5. CULTURAL DISTRICT PARTNERSHIP

At any point in the life of this grant, the partnership configuration must meet the eligibility requirements specified in the Cultural District Initiative guidelines.

Organizations that are official partners with the primary Contractor must comply with the terms of this Agreement, including the following credit and publicity requirements. The Contractor is responsible for informing said partners of this policy and seeing that they fulfill these obligations.

6. CREDIT

(a) **Life of Cultural District Requirement:** It is expected that the Contractor follow the below stated credit policy for the lifetime of the project.

(b) **MCC Credit Logo:** The Council must be credited for the support it provides by using the agency's current credit logo (downloadable on the MCC's web-site at: http://www.massculturalcouncil.org/contracts/logos_step1.asp). The logo must be reproduced as a unit without alteration. Various styles are supplied for different uses as indicated on the web-site.

(c) **Promotional Materials:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in: 1) printed materials, especially season and subscription brochures, newsletters, press releases, and announcements; 2) films/video tapes; and 3) electronic transmissions, including Internet sites.

(d) **Promotional Appearances and Newspaper Interviews:** On television and radio appearances by representatives of the Contractor, verbal credit must be given at least once during a broadcast to acknowledge the support the Contractor received from the Council toward its overall operation. Also, the Contractor must acknowledge the Council's support in any newspaper interviews about the Contractor's programs.

(e) **Programs/Playbills:** 1) Credit must be given on the title page of all programs printed by a Contractor in a type size not smaller than 7 point. The statement is as follows: *This project is funded in part by the Massachusetts Cultural Council, a state agency.* 2) The Council's logo credit must appear within the first 10 pages of the program booklet. 3) The Council must be listed in the donor category that is most appropriate to the level of financial support that the organization is receiving from the Council.

(f) **Exhibition Signage:** For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution. If there is no sponsor list in the wall text, a placard must be placed at the entrance to the exhibit crediting the Council. Non-written announcements apply to such situations as radio broadcasts and audio descriptions for people who are hearing impaired.

(g) **Online Materials:** Use the credit line and credit logo prominently in online materials (including web sites, listservs, electronically distributed releases, intranets, etc.) regarding all activities to which your grant contributes. The electronic logo should also link to the MCC web site, www.massculturalcouncil.org.

(h) **Educational Materials:** Credit must be given to the Council in all educational materials distributed in association with any Council-funded program/exhibition, such as brochures, pamphlets, flyers, etc.

(i) **Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to each performance. If an announcement is not feasible, a sign must be placed in the lobby crediting the Council.

(j) **Advertising:** Credit must be given to the Council in all print advertising by a grantee that is 10 column inches or larger. Billboard advertising must also include a Council credit. Any advertising (regardless of size or length) placed by a grantee that credits an annual funding source must also credit the Council.

(k) **Donor Recognition:** Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

(l) **Co-sponsorship:** Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored", "co-sponsored", or "presented" by the Council without expressed, written consent from the Council.

7. ADDITIONAL REQUIREMENTS

The Council reserves the right to negotiate additional requirements regarding credit and publicity on a case by case basis.

8. EVALUATION AND ANALYSIS OF SERVICES

(a) The Contractor agrees to provide the Council with a written evaluation (in the form of a Financial and Narrative report provided by the Council) and analysis of the services provided under the Agreement by July 15, 2016. Failure to comply with the requirements of this Section 8 will result in the ineligibility of the Contractor to receive further funds from the Council.

(b) Reinstatement of the Contractor's eligibility is pending until submission of said reports are reviewed and approved by Council staff.

CITY OF GLOUCESTER / ROCKY NECK CULTURAL DISTRICT
Print the Organization/Contractor's Name

Sefatia Romeo Thcken, Mayor
Print the Executive Director's Name

[Signature] 1-5-2016
Signature of Executive Director Date

Sefatia Romeo Thcken, Mayor 1-5-2016
Print the name of Person Responsible for Contractor's Date
Publicity and Publications

[Signature] _____
Signature of Person Responsible for Contractor's Date
Publicity and Publications

David T. Slatery Date
Deputy Director, Massachusetts Cultural Council

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

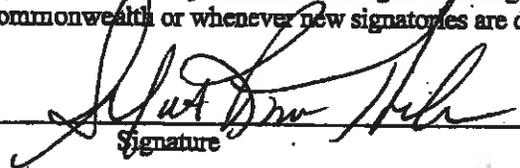
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 1.5.2016

Title: **MAYOR**

Telephone: **978-281-9700**

Fax: **978-281-9738**

Email: **sromeo@theken@gloucester-ma.gov**

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

NAME & ADDRESS VERIFICATION FORM

"I've never received a grant from the MCC before": If you have never received a grant from the MCC you need to fill out the attached Commonwealth Terms & Conditions Form, the Request for Verification of Taxation Reporting Information (W-9) Form, the Electronic Funds Transfer (Direct Deposit) form and submit them, with your contract, to the MCC's Contracts Department.

"I have previously received a grant from the MCC": If you have received a grant from the MCC within the past two years and your legal address, and remittance address have not changed, you *do not need to submit* the attached forms when you return your contract.

"I received a grant from the MCC in a previous year but my information has changed": If there was a change to your legal address or remittance address, please submit one or both of the attached forms based on the following guide:

If Your...	Complete the Terms & Conditions	Complete the W-9*
• Legal address (including your name) is incorrect or not listed	Yes	Yes
• Remittance address (including your name) is incorrect or not listed	No	Yes
• Legal and remittance address are incorrect or not listed	Yes	Yes
• Reporting your DUNS number for the first time	No	Yes

* Along with the form(s), please attach a statement on your letterhead (if available) which specifies the nature of the change.

Please note: The Office of the State Comptroller's will not accept a PO Box as a legal address. The PO Box can be used in the remittance section of the W-9 form only. Please refer to the attached instruction sheet.

DIRECT DEPOSIT -THIS IS NOW MANDATORY: Checks will no longer be generated for any payments. All grant payments will be electronically transferred into a bank account. Please fill out the **Electronic Funds Payment Form**. Payment by "Electronic Funds Transfer" allows you to receive direct deposit of all payments from the Commonwealth to your bank account. EFT is Fast, Safe, and means that your money will be confirmed in your bank account quicker than if you have to wait for the mail, deposit your check, and wait for the funds to become available.

If you have completed an EFT Form in the past, you do not have to complete a new form unless the bank information (banking institution, routing or account number) has changed.



CITY OF GLOUCESTER

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771 Fax: 978-281-9729
WEBSITE: www.gloucester-ma.gov



Public Health
Prevent. Promote. Protect.

Memorandum

To: Mayor Sefatia Romeo Theken
From: Noreen Burke, Public Health Director
Date: December 17, 2015
Re: Grant Award Acceptance of Nicotine Delivery Device Mini-Grant

Dear Mayor Romeo Theken,

The Gloucester Health Department's Healthy Gloucester Collaborative seeks Mayoral and City Council approval to accept a small mini-grant in the amount of \$1000.00. The so-called '84 Movement' through the organization Health Resources in Action is the funder of the mini-grant award.

Healthy Gloucester Collaborative sponsors the City of Gloucester Youth Council. With these funds the Youth Council will work with the School Administration to create a school policy that includes guidelines for the use of nicotine delivery devices such as electronic cigarettes.

The Youth Council leaders will educate other students about e-cigarettes and marketing tactics that tobacco companies are using to target youth via flavors. The findings will be presented to local decision makers such as the School Committee and the Board of Health.

Staff will be available to answer City Council questions

Thank You Mayor

Noreen



**City of Gloucester
Grant Application and Check List**

Granting Authority: State Federal Other

Name of Grant: Nicotine Delivery Device School Policy Project Mini Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Health Resources in Action

- Object of the application: The Gloucester Youth Leadership Council (GYLC) will work with school administration to create a strong school policy that includes guidelines for the use of nicotine delivery devices such as electronic cigarettes. GYLC also seeks to educate students about electronic cigarettes and the marketing tactics that the tobacco is using to target youth via flavors. The findings will be presented to local decision makers such as the School Committee and the Board of Health and policy change will be encouraged.

Any match requirements: No cash or in-kind matching required

Mayor's approval to proceed: [Signature] 1.5.2016
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Grant Budget by line item account: _____

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office



Health Resources in Action

Advancing Public Health and Medical Research

95 Berkeley Street, 2nd Floor
Boston, MA 02116
617.451.0049 | Fax: 617.451.0062
TTY: 617.451.0007 | www.hria.org

Cristina Hildebrand
Healthy Gloucester Initiative
302 Washington Street
Gloucester, MA 01930

November 2, 2015

Dear Cristina,

CONGRATULATIONS! We have decided to award Gloucester Youth Council with a \$1,000 mini-grant to conduct a Nicotine Delivery Device School Policy Project.

As a reminder, Nicotine Delivery Device mini-grantees are responsible for the following deliverables:

- Work with school administration to create a strong school policy that includes guidelines for the use of nicotine delivery devices such as electronic cigarettes
- Educate students about electronic cigarettes and the marketing tactics that the tobacco is using to target youth via flavors
- Speak with the School Committee and other high schools in town about your work and encourage more policies to be adopted
- Attend the Kick Butts Day event at the State House on March 16, 2016.
- Attend all required meetings and trainings for The 84.
- Work in close collaboration with your local MTCP program.

We are excited to talk with you about getting your project off the ground!

We ask that you keep open lines of communication with The 84 Staff when issues arise with your project. Please me if you have any questions or concerns.

We look forward to working with you!

Sincerely,

Carly K. Caminiti
Project Manager
ccaminiti@hria.org
Health Resources in Action, Inc.
The 84
95 Berkeley Street
Boston, MA 02116
P: 617.279.2240, ext 307

Asthma Regional Council | BEST Initiative | Boston Healthy Homes and Schools Collaborative | Community Health Training Institute
Healthy Girls Healthy Women | LEAH Project | Massachusetts Asthma Action Partnership | Massachusetts Health Promotion Clearinghouse
Massachusetts Substance Abuse Information and Education Helpline | New England Asthma Innovation Collaborative
Public Health Policy and Strategy Center | The 84 | The Medical Foundation



Instructions for Mini-grant Applicants



Number of awards: Up to 20 Chapters of The 84 will be funded in FY16

Funding range: \$1,000-\$2,000

Mini-grant period: October 2015 – June 2016

Overall eligibility: Applying groups must have at least 5 youth and 1 adult advisor who will work on the project, and must be registered for school year 2016-2016 as an 84 Chapter at time of application. Register at www.the84.org/chapters

Required events: The Youth Power Summit and Kick Butts Day are required events for all mini-grantees. At least 2 youth and the adult advisor must plan to attend.

Note: If you choose to do a community assessment, there will be an additional due date to assess survey quality.

	Round I	Round II	Round III (Recruitment Project ONLY)
Application released	September 1, 2015	November 1, 2015	January 4, 2016
Application due	September 30, 2015	November 25, 2015	February 15, 2016
Grantees notified	October 8, 2015	December 3, 2015	February 25, 2016
Youth and adult advisor phone check-in with The 84 staff about deliverables	October 9, 2015	December 15, 2015	February 29, 2016
Youth Power Summit	October 17, 2016	N/A	N/A
Kick Butts Day	March 16, 2016	March 16, 2016	March 16, 2016
Presentations to stakeholders must be completed	June 1, 2016	June 1, 2016	June 1, 2016
Final report due	June 18, 2016	June 18, 2016	June 18, 2016

Priorities for academic year 2015-2016

To make it easier to create more change as part of one movement, this year's projects will focus on addressing:

1. Flavored tobacco products
2. Electronic cigarettes
3. The number of tobacco retailers in communities, especially in communities with high smoking rates
4. Chapter recruitment

Selection Criteria

Project selection will be made based on the criteria below and the needs of the community. Because of this, applicants might not receive their first choice indicated in the application. Once a project is completed, however, you may ask for an additional project to be funded. Funding will be given based on the available funds at that time. The 84 is committed to making sure that Chapters in all areas of the state are funded, but we will prioritize funding in priority communities on the list attached.

Applications will be assessed on:

- Thoroughness of questions answered, especially about how to get the project completed
- Smoking rate in that community
- Retail density of tobacco retailers in that community
- Input from tobacco control specialists in the field about the need for funding in that community
- For past mini-grant recipients, the timeliness of submitting materials, reports, and surveys in previous years will be taken into consideration

Project Descriptions

Project	Description
Flavored cigar and e-cigarette survey*	<ul style="list-style-type: none"> Obtain tobacco use data from school youth health surveys (i.e. YRBS, YHS, etc.), if possible Conduct a survey about flavored tobacco product use of the student body at a local high school (Number to survey will be based on # of students in the school. Usually it is several hundred students.) Present results to local decision-makers and ask them to commit to fighting Big Tobacco
STARS Advertising/Availability survey	<ul style="list-style-type: none"> Using the Standardized Tobacco Assessment for Retail Settings (STARS), conduct a survey (that takes approximately 10 minutes each) to assess the price, flavors, advertisements, and availability of tobacco products in retail stores in your community Number of stores surveyed to be determined based on community, but may be up to 25 stores Input data into an Excel sheet (template provided) Submit a copy of the data to The 84 staff (The 84 will set up a time with your Chapter to discuss findings) Present findings to local decision-makers
Community Mapping	<ul style="list-style-type: none"> Create a map that pinpoints all tobacco retailers in the community and their proximity to schools, parks, and playgrounds OR a map that compares tobacco retailer density to socio-economic status in relation to zip codes Present findings to local decision-makers
Recruitment	<ul style="list-style-type: none"> Set up 3-5 recruitment meetings to other high schools or community-based organizations and give a recruitment presentation (to be provided by The 84 staff) in an attempt to recruit new 84 Chapters to join the Movement
Local Policy (support of local MTCP program is required)	<ul style="list-style-type: none"> Work with your funded local MTCP program to determine what local policies they will be promoting this upcoming year and where youth can support these efforts (to find out a MTCP funded program in your area, go to www.the84.org/2016minigrants) Local efforts eligible for funding include: eliminating tobacco products in pharmacies, banning the sale of single cigars, limiting the number of retailers within 500ft of schools and playgrounds, capping number of tobacco licenses, banning flavored tobacco products and/or regulating e-cigarettes like tobacco products Outline a workplan, conduct community assessments (if applicable), present data to stakeholders, testify at hearings and obtain letters of support, and work with MTCP funded program on a media piece (i.e. letter to the editor, article, blog, etc.)
Counter Tobacco Photovoice Project	<ul style="list-style-type: none"> Use the photovoice technique to identify marketing tactics used by the tobacco industry including price promotion, advertisements, availability, number and type of tobacco retailers, packaging, etc. Analyze results of photography and create a presentation to give to decision-makers
Nicotine Delivery Device School Policy Project	<ul style="list-style-type: none"> Work with school administration to create a strong school policy that includes guidelines for the use of nicotine delivery devices such as electronic cigarettes Educate students about electronic cigarettes and the marketing tactics that the tobacco is using to target youth via flavors Speak with the School Committee and other high schools in town about your work and encourage more policies to be adopted
Create-your-own project based on priorities	<ul style="list-style-type: none"> Project must be based on one of this year's priorities (see page 1) and include a presentation to local decision-makers. It is your responsibility to detail exactly how this relates to a priority listed in a very specific manner.

*All surveys and project instructions will be developed by The 84 staff and provided to grantees.



Mini-grant Application FY16

Your Chapter name: Gloucester Youth Council

Please read the mini-grant instructions in order to properly complete this application.

Step 1 – Rank the top three projects your Chapter is interested in.

Rank three projects that your Chapter is interested in (1 being your top choice and 3 your last choice). Once your Chapter finishes with its first awarded project and turns in appropriate reporting, you may be able to receive additional

Have you done this project before? Y/N	Indicate preference (1, 2, and 3 ONLY)	Project	Award Amount	Awards Available
Y		Flavored cigar/e-cigarette survey	\$1,000	Up to 10
N		STARS advertising/availability survey	\$1,000	Up to 5
N		Community Mapping	\$1,000	Up to 5
N		Chapter recruitment	\$1,000	Up to 10
N	2	Local policy project (support of local MTCP program is required)	\$2,000	Up to 5
N		Counter Tobacco Photovoice Project	\$1,000	Up to 5
N	1	Nicotine Delivery Device School Policy Project	\$1,000	Up to 5
N		Create-your-own project, based on priorities listed on the instructions sheet.	Up to \$2,000	Up to 5

funding for another project automatically.

Step 2 – Briefly describe your Chapter in the space below

Number of active youth currently in Chapter: 10

Number of youth to be engaged in project: 10

Previous grantee? No Yes (year: 2015)

<p>Sponsoring organization/school</p>	<p>Organization name: Healthy Gloucester Collaborative Mailing address: 302 Washington St. Gloucester, MA 01930 Phone: 978-491-9052 Email: childebrand@gloucester-ma.gov</p>
---------------------------------------	--

Adult Advisor	Contact name: Cristina Hildebrand Title: Healthy Gloucester Collaborative Coordinator Mailing address: 302 Washington St. Gloucester, MA 01930 Phone: 978-491-9052 Email: childebrand@gloucester-ma.gov
Youth Leader #1	Contact name: Ben St. Cyr Grade: 11 Email: glo.b.man@comcast.net
Youth Leader #2	Contact name: Soo Ae Ono Grade: 10 Email: sooaono@hotmail.com
Youth Leader #3	Contact name: Gianna Cabral Grade: 10 Email: gkcab@hotmail.com
To whom should the grant check be written?	Organization name: City of Gloucester Contact name- Attn: Treasurers Office Mailing address: 9 Dale Ave. Gloucester, MA 01930

Step 3 – Answer the questions below

Name of adult advisor writing report: Cristina Hildebrand

Name of youth writer: Gloucester Youth Council

1. INTEREST IN FIGHTING TOBACCO (To be written by youth who will work on the project)

- a. What impact do you think The 84 will have on your community? (100 words minimum)

Written by Hannah Zuidema, Grade 12

The 84 will have a lasting impact on the City of Gloucester. The e-cigarette and flavored cigar use in Gloucester is something that needs to be changed. Chapter 84 has already provided us with valuable skills to make these changes, such as the public speaking training, advertising training, and the chance to work with peers at the Youth Summit. With additional support from Chapter 84 we could educate our peers and the entire Gloucester community about the harmful effects of tobacco products. Our chapter's goal this year is to ban flavored tobacco products in our community and e-cigarettes and other tobacco products in our schools. After we received the results for the Mini Grant survey we conducted this past year, we were able to use the data to shape our goals for this year. When students were asked if they would have an interest in using e-cigarettes or tobacco products if they were not available in flavors, 50% answered no. Another 31.9% said they were not sure. These percentages inspired our group to want to ban flavored products from our school and the community to prevent the youth from being targeted. With the help of Chapter 84 we could achieve this goal and make the City of Gloucester a healthier place.

2. YOUTH LEADERSHIP (To be written by the adult advisor)

- a. What role do youth play in your organization? 100 words min.

The Gloucester Youth Council is the youth committee of Healthy Gloucester Collaborative, which is a community coalition working to reduce and prevent substance abuse in our community. Since a main goal in our coalition is to prevent first use and any substance use by youth, we immediately realized we need the youth voice and active participation by youth. The Gloucester Youth Council was then formed, after much careful consideration and input by youth mentors and youth, in January 2013. For the past two and a half years we have maintained a strong leadership group within the GYC of 10 active participants. These 10 members ages 14 to 18, work to not only conduct

peer to- peer messaging and safe events for youth, but also actively participate in broader community events, decision making, and community legislation. The leadership group currently meets as a group once a week and then for other tasks in smaller groups. The each year the group seeks to increase momentum and visibility, and one of the main mechanisms for this is the 84 Campaign. Through data collection, the youth have identified that although the smoking of regular cigarettes has decreased, the use of e-cigarettes and other flavored tobacco products is on the rise. For this reason, a main focus of our group this year is work on education and a call for more strict policy changes around e-cigarettes both in the schools and in our local community. We were happy to see that two of the priorities for the 84 Campaign this year were flavored tobacco products and e-cigarettes and we are excited to continue with this initiative.

- b. What is an example of a youth-driven or youth-led project that your organization has worked on? What was the role of the youth? *If available, please describe a project that also demonstrates your tobacco prevention experience.* 100 words min.

All the projects that the Gloucester Youth Council work on are driven by the youth with support of the youth advisor. A current project the Gloucester Youth Council is working on is reaching out to middle school youth, with the goal of the project to start a group or club in the middle school focused on leadership and health with a focus on preventing substance use. The high school youth would provide peer leadership for the middle school youth and teach them about this topic while also providing free, fun and youth led alternate activities. To complete this project, the youth spent the summer creating an interactive Powerpoint presentation designed to educate the middle school students about different drugs such as alcohol, cigarettes, e-cigarettes, marijuana and prescription pills. The presentation covers myths about the harms of drug use, education about the realities of harm, and questions for group discussion. Currently, the youth are working on setting up a meeting with the middle school counselor who will help us start this group. The hope is that once the group is established it will help provide continuity for students who begin this work in middle school who can continue to learn and pursue these activities in high school.

3. GRANT WORK AND CAPACITY (To be written by the adult advisor and youth)

- a. How will you make sure to meet the deliverables of posting online, keeping in touch with The 84 staff, using all funds and finishing the final report by June 18, 2016, and presenting to stakeholders (if applicable)? The youth who co-chair The 84 initiatives will be responsible for posting on The 84 blog and keeping the group apprised of upcoming events. The youth and the advisor will work together to keep The 84 staff apprised of progress on our projects. Previously, the youth council has made presentations at City Council meetings, the Board of Health meetings, and at community forums. The youth will use the experience gained from these presentations to continue to improve and create meaningful presentations to city stakeholders, and will continue to build relationships with community members to make sure their voice is heard. Our history of accomplishing these lofty goals is assurance that we will be able to complete this initiative by June of next year.
- b. Looking at the instructions of the projects (attached), please explain how your Chapter will accomplish what is expected (4-6 sentences per description).

Name of project that you ranked on Application Page 1	Description of how you will accomplish the project
1 st School policy	Written by Hannah Zuidema, Grade 12 and Caroline Enos, Grade 10 While the Gloucester public schools' student handbooks ban the use of tobacco on campuses, they do not specifically state a ban on e-cigarettes, cigars, and other tobacco products. We have noticed students smoking these products throughout the schools and littering the grounds with their wrappers and waste, students not understanding the harm of these products, and there have been issues enforcing the use of these products because there is no exact rule banning them. Through this grant, we hope to bring these issues to the school board's attention and ultimately implement newer rules that specify exactly what a tobacco product is, what

	<p>is not allowed on campus, and the consequences if students are in possession, using other schools who already have a system in place for tobacco use on school property as a model. We will also be working to educate teachers and school staff about how to identify these products and the importance of enforcing the new rules and consequences. Also, we hope to help create a small unit about e-cigarettes and other tobacco products in the middle and high school health curriculums. We hope that by working to pass school policy it will give us a launching pad to address local policy around flavored tobacco products in the future.</p>
2 nd Local Policy	<p>Written by Soo Ae Ono, Grade 10 The Gloucester Youth Council would like to apply for the "Local Policy" mini-grant. We hope to use it to ban the selling and distribution of flavored tobacco products, including electronic cigarettes, cigarillos, and cigars in the city of Gloucester. We will observe what other coalitions, who have banned or are in the process of banning flavored tobaccos products in their communities are doing to achieve this goal. We would also brain-storm our own ideas and use methods that have already been successful in achieving this goal. Data collected last year from the e-cigarette 84 mini-grant survey, other data collected from the city such as the Youth Risk Behavior Survey, and data from further research we plan to conduct to supplement our project will be used. After putting the information together, we would present to the board of health, city counselors, and the city of Gloucester, and we will show how prominent these flavored tobacco products are among our community's youth, and show the potential harm.</p>
3 rd Click here to enter text.	

- c. How often do you meet? How is your Chapter organized? How much time can the youth and the adult advisor dedicate? 100 words min.

Written by Gianna Cabral, Grade 10

The Gloucester Youth Council meets every Thursday for two hours with breaks for holidays and summer vacation. This time is used to discuss and plan upcoming events and projects, discuss long term goals and create plans for carrying them out, and to discuss current events related to underage substance use. The youth also are trained using an ASSETS model to help them gain valuable leadership and organizational skills that are easily translatable to college or the real world. The Chapter consists of 10 youth members and one advisor. There is one youth dedicated to writing group notes and recording meeting minutes. All members work together on each initiative, and contribute as much as they are able. Additionally, for each project, youth co-chairs are assigned, so each person in the group gets a chance to lead an initiative.

Step 4 – Explain how you will use the grant money and order materials

Provide a brief description of how you will spend the money in each section below. This is a projection, and if you make changes, you will need to have a conversation with The 84's Project Manager and note those changes in your final report. All funding must be used by June 18, 2016.

Fill out the proposed budget for your number one ranked project only. We may ask you for adjustments.

City/ town focus for this project: Gloucester

Item	Total	
	For Youth	\$
Stipends (compensating the youth and adults involved in this project for the work they do related to this project. This is a very typical way to spend the funding.) Description: The advisor is already funded through other sources, and the youth chose not to accept stipends for this work.		\$ 0
	For Adults	\$ 0
Program Support (purchasing cheap tobacco products for surveys, travel, office supplies, copying, printing, postage, training items, refreshments, etc.) Please do not include tshirts, buttons, or other 84 promotional material. Instead, please fill out the attachment with how many of each item you need. Description: The youth felt the use of this money would best be spent to help amplify the community presence the youth have through supporting their marketing and outreach capabilities such as their social media presence, their ability to post flyers and education around town, and help promote their current work with local TV stations. Therefore, the money is for office supplies, copying, printing to help present data to school and community stakeholders and to get education messaging out to the public, supplies to promote the group such as banners, leadership training for the youth, training for school staff, and to increase engagement in these efforts by providing refreshments at stakeholder and community meetings.		\$1000
Administrative (Up to 10% of the funds can be used for administrative costs such as rent, E.D. time, etc.)		\$ 0
Other: Please list. Click here to enter text.		\$0
	Total Expenses	\$ 1000

This number should equal the funding amount for your #1 ranked project.



Materials Order Form

Please fill out the quantities of each item that you would need to fulfill your grant project.

Description	Item Code	Photo	Quantity Needed
The 84 T-shirt	TC3452		11
84 Stickers	TC2449		0
Fight Big Tobacco Button	TC3423		0

Pens	TC3459		50
Quote Poster Set	TC3429		10
Big Tobacco's Marketing Tactic Poster	TC3430		10

[Company Name] 95 Berkley Street Suite 201 Boston MA, 02216

Step 5 – Complete the Final Checklist

Please check the boxes below to indicate you understand and agree with the requirement for grant funding.

- Applicants are currently registered as a Chapter of The 84 (register at www.the84.org/chapters).
- Applicants understand that attending the Youth Power Summit on October 17, 2015 and Kick Butts Day on March 16, 2016 (at least 2 youth and 1 adult) is required.
- Applicants are existing high school-age youth groups (e.g. SADD, student council, sports team, health careers club).
- Applicant groups are or have a sponsoring organization that is a school, faith-based organization or 501(c)3 community-based agency or is a city-sponsored youth group. The sponsoring organization must assume fiscal responsibility for the funds awarded and is responsible for submitting the required reports.
- Applicants cannot spend grant funds on lobbying (call for action and/or direct support of state legislation) on behalf of a specific state bill, or for direct attacks on the tobacco companies or their employees.
- Applicants do not have an affiliation or contractual relationship with any tobacco company, its affiliates, subsidiaries, or parent company. This includes use of youth prevention curricula from tobacco companies.
- Applicants cannot use the grant funds for cessation programs.
- Applicants are encouraged to have a youth member sign up as part of The 84 Statewide Leadership Team: <http://the84.org/about-the-84/statewide-leadership-team/>
- Applicants have an adult advisor/sponsor that works with and supports the youth group leading the project and acts as the adult contact for the project.
- Applicants have a young person who will act as a youth contact.
- Applicant groups must have at least five high school aged youth in their group at the start of the project who will be working on the grant project.
- Three youth and one adult advisor from the Chapter must complete the end-of-year feedback survey (In May 2016) in order to be considered for funding for the next fiscal year.
- Applicant must submit final report by June 18, 2016 in order to be considered for funding for the next fiscal year.
- Applicant must use all funding by June 18, 2016.

Certification

CERTIFICATION: We, the undersigned, certify that the statements contained herein are true and complete to the best of our knowledge and, if awarded funding, agree to and accept the terms of Health Resources in Action and The 84 Movement. If awarded funding, we also agree to complete the expected deliverables within the timeframe allotted

Signature of Sponsoring Organization's Executive Director/ CEO

Date

FUNDED LOCAL MTCP PROGRAM SUPPORT (Required for Local Policy Project ONLY): We, the undersigned, certify that we support the work plan of the aforementioned youth group and will work closely with them throughout the grant period to complete the proposed local policy initiative. We have already met with this group (either by phone or in person) to discuss our plans to work collaboratively with them on this effort.

Date

Checklist for submitting your application

1. Verify the following overall mini-grant eligibility requirements listed on the mini-grant instructions.
2. Register as a Chapter of The 84 at www.the84.org/chapters.
3. Complete the mini-grant application. Please type all answers.
4. Mail 1 original and 4 copies of the entire mini-grant APPLICATION (not instructions) to Health Resources in Action, RECEIVED no later than Sept. 30, 2015 at 5pm for Round I; Nov. 30, 2015 at 5pm for Round II; and Feb. 15, 2016 at 5pm for Round III to: Health Resources in Action, Attn: Carly Caminiti, 95 Berkeley St., Ste. 208, Boston, MA 02116

HEALTH RESOURCES IN ACTION

Payee City of Gloucester
 Vendor ID CITYOFGLOUCEST2

Account #:

6842

68420
 11/5/2015

Invoice	Description	Discount	Amount
10/29/15-01	The 84 Mini Grant Healthy Gloucester Initiative	\$0.00	\$1,000.00

Total : \$0.00 \$1,000.00

HEALTH RESOURCES IN ACTION
 95 BERKELEY STREET
 BOSTON, MA 02116

Citizens Bank
 5-7017-2110

68420
 68420

One Thousand and 00/100 Dollars

DATE	AMOUNT
11/5/2015	\$1,000.00

PAY TO THE ORDER OF
 City of Gloucester
 Attn: Treasures Office
 9 Dale Ave.
 Gloucester, MA 01930

VOID AFTER 90 DAYS, EXTRA SIGNATURE OVER \$10,000

[Signature]
 AUTHORIZED SIGNATURE

⑈068420⑈

Sherwin-Williams® Paints

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.

ACCOUNT NAME: Nicotine Delivery Device Mini Grant

FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A

CFDA # (Required for Federal Grants): N/A

DATE PREPARED: 11/23/2015

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
45800	\$1,000.00			\$1,000.00
				\$0.00
				\$0.00
Total:	\$1,000.00	\$0.00	\$0.00	\$1,000.00
EXPENSE (5_____)				
54000	\$1,000.00			\$1,000.00
54000 - Supplies				
Total:	\$1,000.00	\$0.00	\$0.00	\$1,000.00

DEPARTMENT HEAD SIGNATURE Noreen Burke

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____